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***** A G R E E M E N T *****

Between

TOWNSHIP OF MATAWAN,
MONMOUTH COUNTY, NEW JERSEY

and

R. E. ...

TEAMSTERS UNION,

LOCAL NO. 11

1/1/76 - 12/31/77

JANUARY 1, 1976 through DECEMBER 31, 1977

LIBRARY
Institute of Management and
Labor Relations

MAY 14 1978

RUTGERS UNIVERSITY

THIS AGREEMENT made and entered into as of the 1st day of January,

~~1977, between the Matawan Township Road Department, Matawan, New~~
JERSEY, hereinafter referred to as the "EMPLOYER" and LOCAL #11, affiliated with
the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSE-
MEN AND HELPERS OF AMERICA, a labor organization, hereinafter referred to as
the "UNION".

WITNESSETH:

WHEREAS, the Union has presented proof that it represents the
Matawan Township Road Department employees, including Supervisory, Office
and Clerical employees and

WHEREAS, the Matawan Township Road Department by virtue thereof,
~~is recognized as the sole and exclusive bargaining agent for all~~
the Matawan Township Road Department employees, including Supervisory,
Office and Clerical employees of Matawan Township, New Jersey.

NOW THEREFORE, it is mutually agreed between the parties hereto,
that the following agreement shall become effective January 1, 1978.

ARTICLE I - RECOGNITION

SECTION 1. The Matawan Township Road Water and Parks and Re-
creation Department hereby recognizes the Union as the sole and exclusive
bargaining agent for all employees now employed or to be employed by the
Matawan Township Road Water and Parks and Recreation Department, excluding
Supervisory, Office and Clerical employees of Matawan Township, New Jersey,
in all those matters specifically provided for herein pertaining to wages, hours
and conditions of employment.

SECTION 2. The bargaining unit shall consist of all Matawan Town-
ship Road Water and Parks and Recreation Department employees, excluding

Supervisory Office and Clerical employees of Matawan Township, New Jersey.

SECTION 3. Wherever used herein the term "employees" shall mean and be construed only as referring to the Matawan Township Road Water and Parks and Recreation Department employees covered by this agreement.

ARTICLE 2 - UNION SECURITY

SECTION 1. The Department agrees to give effect to the following form of Union Security:

a. All present full-time employees who are members of the Union on the effective date of this agreement shall remain members of the Union in good standing. All present full time employees who are not members of the Union shall pay to the Union a service fee as set forth below.

b. It is agreed that at the time of hiring the Department will inform newly hired employees, who fall within the bargaining unit, that they may join the Union thirty (30) calendar days thereafter.

c. Whenever an employee, who either falls within the bargaining unit or is regularly assigned to and performs the same duties as employees within the bargaining unit fails to become a member as provided, he shall pay to the Union a monthly service fee equal in amount to the monthly union membership dues as remuneration for the various services provided by the Union.

d. If written authorization is not made by an employee, the Union agrees that it shall have the sole responsibility for the collection of the service fees, and that the payment of union dues, initiation fees and service fees shall not be a condition of employment.

ARTICLE 3 - CHECK-OFF

SECTION 1. The department hereby agrees to deduct from the wages of employees by means of check off, the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9e. The Department, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees.

at one and one-half ($1\frac{1}{2}$) times the regular hourly rate of pay.

SECTION 3. Employees shall be paid at the rate of time and one-half ($1\frac{1}{2}$) for work performed for the first eight (8) hours on Saturday and double time (2x) for all hours in excess of eight (8) hours.

SECTION 4. Employees shall be paid at the rate of double (2x) time for work performed on Sunday.

SECTION 5. Employees called to work prior to the start of their normal shift, shall be paid the overtime rate for any such time worked, provided that the employee completes his regular eight (8) hours for that day.

SECTION 6. The Employer shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week, except for emergencies, snow removal and ice control.

SECTION 7. In the event an employee reports for work without having been previously notified that there is no work, the employee shall be guaranteed four (4) hours pay at his regular rate of pay.

SECTION 8. Overtime shall be distributed as equally as practical among the employees within the department qualified and capable of performing the work available. Overtime work offered but refused by an employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

SECTION 9. The working shift shall be 7:00A.M. to 3:30 P.M.

SECTION 10. In the event an employee is called back to work after the conclusion of his normal work shift, the employee will be entitled to a minimum of four (4) hours pay at the overtime rate that is applicable.

SECTION 11. The Employer shall establish and maintain a seniority list of employees and date of employment from the date of hire to the present. Employees shall be called back, with the employees with the longest length of continuous and

practice of not discrimination against any employee because of race, color, creed, religion, nationality or sex. No employee shall be discriminated against or interfered with because of Union activities.

ARTICLE 10 - HOLIDAYS

SECTION 1. The Employer agrees to guarantee to all of the employees within the bargaining unit the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on such days:

$\frac{1}{2}$ day before New Year's Day	Columbus Day
New Year's Day	1st Tuesday after 1st Monday in Nov.
Lincoln's Birthday	when there are national & state elections
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	$\frac{1}{2}$ day before Christmas Day
Labor Day	Christmas Day

If Martin Luther King's Birthday is declared a legal holiday, it shall be granted as an additional paid holiday.

SECTION 2. Employees who work on any of the above holidays shall be paid for such work at two and one-half ($2\frac{1}{2}$) times the employee's regular rate, which shall include the holiday pay.

SECTION 3. If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Township Manager.

SECTION 4. If a holiday falls within the vacation period of an employee the employee shall receive pay for same or an additional day of vacation.

ARTICLE 11 - VACATIONS

SECTION 1. The Employer agrees to grant to all employees within the bargaining unit vacations in accordance with the following schedule:

- a. Employees with less than one year of service shall receive one (1) paid vacation day for each month of service, provided the

ninety (90) days without loss of seniority rights. The reason for such request shall be made known to the Employer, and the Employer will give reasonable consideration to such application. A Leave of Absence in order to be valid must be obtained in writing.

ARTICLE 13 - PAID SICK LEAVE

SECTION 1. Fifteen (15) days paid sick leave each year shall be granted to all employees and the same shall be cumulative from year to year and shall be applied as per present practice.

SECTION 2. Employees shall be entitled to one (1) paid day of absence for sickness in the immediate family, not to be accumulated from year to year.

SECTION 3. Any unused sick days shall be forfeited by the employee upon termination of his employment, regardless of reason, except retirement, in such case the Township of Matawan will pay employees one-half of their accumulative sick pay up to a maximum of \$7,500 upon death or retirement.

ARTICLE 14 - BEREAVEMENT PAY

SECTION 1. Employees shall be granted up to five (5) days off with pay at the employee's straight time rate when death occurs in the employee's immediate family. Immediate Family shall be defined as father, mother, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, or other relative living under the same roof.

SECTION 2. Employees shall be granted one (1) day off with pay, per year, to attend the funeral of any other relative.

ARTICLE 15 - JURY DUTY

SECTION 1. An employee who is called for Jury Duty shall be paid the difference between the daily fee allowed by the Court and eight (8) hours straight time pay for scheduled working time lost.

or application or the enforcement thereof, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall hereafter be referred to as "a grievance".

Step 1. (a) The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward and the Public Works Foreman.

(b) If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve same upon the Employer. Within three (3) working days thereafter, the grievance shall be discussed between the designated representative of the Employer and a representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.

Step 2. In the event the grievance is not satisfactorily settled by the discussion in Step 1, then the same shall be the subject of a conference between the Union and the Township Manager.

Step 3. In the event the grievance is not satisfactorily settled by the discussion in Step 2, within ten (10) days thereafter, then both parties agree that either party may request the New Jersey State Board of Mediation to appoint an arbitrator who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

SECTION 2. The cost of arbitration shall be shared equally by the Employer and the Union.

SECTION 3. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

(12) hour time limit frame shall receive supper money of \$3.00 for meals at two (2) different restaurants designated by the Township Manager.

ARTICLE 21 - WELFARE AND PENSION BENEFITS

SECTION 1. The Employer shall continue the present Health Program providing Blue Cross and Blue Shield coverage including Rider "J" for employees and eligible dependents with full premiums paid by the Employer.

SECTION 2. The Employer shall continue the present "Public Employees' Retirement Program" covering employees.

SECTION 3. The Employer shall continue the present program of payment of premiums for Life Insurance for retirees.

ARTICLE 22 - WAGES

SECTION 1. Effective January 1, 1976, all employees covered by this agreement shall receive the following hourly wage rate:

<u>HOURLY WAGE SCHEDULE</u>	<u>1976</u>
<u>Road Dept. Personnel:</u>	
<u>Laborers:</u>	
Up to 1 year's service	\$ 4.73
1 to 2 year's service.	4.83
2 to 3 year's service.	4.93
Over 3 year's service.	5.03
Equipment Operators.	5.38
Asst Foreman	5.78
Mechanic	5.78
<u>Water Utility Plant Personnel:</u>	
<u>Personnel:</u>	
Up to 1 year's service	4.73
1 to 2 year's service.	4.83
2 to 3 year's service.	4.93
Over 3 year's service.	5.03
Asst. Water Treatment Plant Operator	5.13
Water Treatment Plant Operator	5.38
<u>Parks & Recreation Department Personnel:</u>	
Parks Foreman.	5.78
<u>Parks Maintenance Workers:</u>	
Up to 1 year's service	4.83
1 to 2 year's service.	4.93
2 to 3 year's service.	5.03
Over 3 year's service.	5.13

ARTICLE 24 - STRIKES AND LOCKOUTS

SECTION 1. It is agreed that the Union and employees shall not call or engage in a strike (or threats thereof) and that the Employer shall not institute a lockout, for any cause whatsoever, during the term of this Agreement; nor shall the Union or any of the employees cause or participate in any cessation of work, slow down, work stoppage or interference of any kind with normal Employer operations. Employees, however, shall not be required to cross any primary picket line.

SECTION 2. The Union shall not be liable for any strike, cessation of work, slowdown, work stoppage, or interference of any kind with normal Employer operations unless the Union has authorized such strike, cessation of work, slowdown, work stoppages or interference of any kind with Employer operations or participated in same.

ARTICLE 25. - MANAGEMENT RIGHTS

A. The Township of Matawan hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township government and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

D. The Township Manager, Director of Public Works/Engineer, and the Teamsters Union, Local 11 agree to meet, upon written notice of either party, to consider training and development programs for employees covered by the Agreement. Such programs, as required by management, shall include full reimbursement by the Township for approved courses which are completed by employees as part of employee training program.

ARTICLE 27 - EMPLOYEE PERFORMANCE

The Teamsters Union, Local 11 agree to support and cooperate with the Township of Matawan in improving employee performance. In furtherance thereof the Teamsters Union, Local No. 11 shall encourage all employees to:

1. Be in attendance and punctual for scheduled work hours;
2. Give such effort to their work as is consistent with the requirements thereof;
3. Avoid waste in the utilization of materials and supplies;
4. Maintain and improve levels of performance;
5. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible;
6. Assist, where possible, in building good-will between the Township of Matawan and the Teamsters Union, Local 11 and the public at large.

The Teamsters Union, Local 11 recognizes that it is the responsibility of the Township Manager and the Director of Public Works/Engineer to determine levels of performance for employees, and to establish standards and methods to provide services to the public in the most efficient manner possible. The Teamsters Union, Local 11 pledges its cooperation in the attainment of such standards and methods.

ARTICLE 28 - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which